

**IN THE UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

**BALFOUR BEATTY
INFRASTRUCTURE, INC.**

v.

**PRECISION CONSTR. & MGMT.
GROUP, LLC d/b/a PRECISION
ELEC. & INSTRUMENTATION**

Case No. 1:18cv1406

ORDER

On May 6, 2019, United States Magistrate Judge Ivan Davis entered a Report and Recommendation (“Report”) in this breach of contract and conversion case, recommending that plaintiff’s motion for default judgment be granted in part and denied in part. Specifically, the Report recommends that judgment be entered against defendant and in favor of plaintiff in the amount of \$930,000 on its breach of contract claim and \$60,000 on its conversion claim. Additionally, the Report finds that plaintiff is entitled to attorneys fees and costs of \$21,180.96. The Report recommends denying plaintiff’s motion with respect to an additional \$8,322.23 in contract damages that were sought in the motion, but not pled in the complaint.

Upon consideration of the record and the Report, to which no objections have been filed, and having found no clear error,¹

The Court **ADOPTS**, as its own, the findings of fact and recommendations of the United States Magistrate Judge, as set forth in the Report (Doc. 19).

Accordingly,

It is hereby **ORDERED** that plaintiff's motion for default judgment (Doc. 12) is **GRANTED IN PART**, with respect to its claim for breach of contract in the amount of \$930,000, claim for conversion in the amount of \$60,000, and claim for attorneys' fees and costs in the amount of \$21,180.96, and **DENIED** in all other respects. Judgment is hereby entered in favor plaintiff and against defendant in the amount of \$1,011,180.96, plus post-judgment interest at the rate provided in 28 U.S.C. § 1961.


Counsel for plaintiff shall provide a copy of this Order to defendant at its last known address.

The Clerk of the Court is directed to enter Rule 58 judgment against defendant Precision Construction and Management Group, LLC, doing business as Precision Electrical and Instrumentation in the amount of \$1,011,180.96, which consists of \$930,000 on the breach of contract claim, \$60,000 on the conversion claim, and \$21,180.96 in attorneys' fees and costs, plus post-judgment interest at the rate provided in 28 U.S.C. § 1961.

¹ See *Diamond v. Colonial Life & Acc. Ins. Co.*, 416 F.3d 310, 315 (4th Cir. 2005) (in the absence of any objections to a magistrate's report, the court "need not conduct a *de novo* review, but instead must 'only satisfy itself that there is no clear error on the face of the record in order to accept the recommendation.'").

The Clerk is further directed to provide a copy of this Order to all counsel of record, and to place this matter among the ended causes.

Alexandria, Virginia
May 22, 2019



T. S. Ellis, III
United States District Judge